



WASHOE COUNTY

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CM/ACM _____
Finance LC
DA KM
Risk Mgt. DE
HR NA
Purchasing MS

STAFF REPORT BOARD MEETING DATE: June 9, 2015

DATE: May 20, 2015
TO: Board of County Commissioners
FROM: Heidi Howe, Captain, Washoe County Sheriff's Office
328-2962, hhowe@washoecounty.us

Mike Sullens, Purchasing and Contracts Manager
328-2281, msullens@washoecounty.us

THROUGH: Chuck Allen, Sheriff
328-3010, callen@washoecounty.us *CS 397*

SUBJECT: Recommendation to approve the Contract for Health Care Services for the Washoe County Detention Facility between Washoe County and NaphCare, Inc. for Detention Inmate Medical Services for the period of June 10, 2015 through May 31, 2017 with the option to renew the contract for two (2) additional one-year periods in the amount of [\$5,762,317.01 for year 1, \$5,862,317 for year 2; optional \$6,061,635.78 for year 3; & \$6,267,731.39 for year 4] based on an average daily population (ADP) of 1200 inmates; or authorize an interim agreement with NaphCare, Inc. until a new RFP can be released. (All Commission Districts.)

SUMMARY:

Approve the Contract for Health Care Services for the Washoe County Detention Facility between Washoe County and NaphCare, Inc. for Detention Inmate Medical Services for the period of June 10, 2015 through May 31, 2017 with the option to renew the contract for two (2) one-year periods in the amount of (\$5,762,317.01 for year 1; \$5,862,317 for year 2; optional \$6,061,635.78 for year 3; and \$6,267,731.39 for year 4) based on an average daily population (ADP) of 1200 inmates, or authorize an interim agreement with NaphCare, Inc. until a new RFP can be released.

Inmate medical services will mirror those provided by NaphCare, Inc. at the Clark County Detention Facility scaled to meet the ADP population at the Washoe County Detention Facility. Contract was finalized in mid-May and submitted to the first available BCC meeting.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION:

On February 11, 2014, the Board approved the award of Washoe County Bid No. 2874-14 for Detention Facility Inmate Medical Services to Armor Correctional Health Services, Inc., 4960 SW 72nd Avenue, Ste 400, Miami FL in the estimated amounts for year one of \$5,757,812.00, year two \$5,862,317.00 and year three \$5,992,982.00, with the County retaining the option to negotiate two (2), two-year extensions.

BACKGROUND:

On March 25, 2015, the Washoe County Purchasing Office, at the request of the Washoe County Sheriff's Office, issued a notice of contract termination to Armor Correctional Health Services effective not more than 180 days from date of notification. The contract with Armor Correctional Health Services allowed for termination without cause and by mutual agreement the parties agreed to the termination and efforts to secure a new contractor on an accelerated basis. To that end, the Washoe County Sheriff's Office would like to utilize Clark County's existing agreement with NaphCare, Inc. to provide Detention Facility Inmate Medical Services to Washoe County, mirroring those services being provided to Clark County scaled for Washoe County ADP currently at 1200 inmates and at a cost equal to the FY 2015-2016 terminated Armor Correctional Health Services agreement, and a cost savings of \$130,665 for FY 2016-2017.

Inmate medical services at the Detention Facility are mandated services of the Washoe County Sheriff. Utilizing the NaphCare, Inc. agreement with Clark County for inmate medical services provides the Sheriff's Office with a smooth transition to a new contractor well versed in correctional medical requirements nationally and in the State of Nevada. It also eliminates the need for the County to perform a costly and time consuming new RFP process.

Pursuant to NRS 332.195, a governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

FISCAL IMPACT:

Should the board approve this contract, funding for FY 15 and FY 16 is available in the budget of the Sheriff's Office, cost center 150900, general ledger 710105 (Detention – Medical Services). Funds are anticipated to be requested and approved for all future fiscal years applicable to the Agreement and renewals.

Contract	New Contract	Estimated Budget Amount
Year 1	June 10, 2015 – May 31, 2016	\$5,762,317.01
Year 2	June 1, 2016 – May 31, 2017	\$5,862,317.00
Optional Renewal Years		
Year 3	June 1, 2017 – May 31, 2018	\$6,061,635.78
Year 4	June 1, 2018 – May 31, 2019	\$6,267,731.39

Compensation for services rendered is based on an ADP of 1200. There is a \$3.25 daily per diem rate should the ADP exceed 1200, subject to a \$400,000 annual aggregate cap. The per diem rate for ADP above 1200 increases for FY 2017 and FY 2018, reflecting the contractual increases for each fiscal year.

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the Contract for Health Care Services for the Washoe County Detention Facility between Washoe County and NaphCare, Inc. for Detention Inmate Medical Services for the period of June 10, 2015 through May 31, 2017 with the option to renew the contract for two (2) additional one-year periods in the amount of [\$5,762,317.01 for year 1, \$5,862,317 for year 2; optional \$6,061,635.78 for year 3; & \$6,267,731.39 for year 4] based on an average daily population (ADP) of 1200 inmates; or authorize an interim agreement with NaphCare, Inc. until a new RFP can be released.

POSSIBLE MOTION:

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Contract for Health Care Services for the Washoe County Detention Facility between Washoe County and NaphCare, Inc. for Detention Inmate Medical Services for the period of June 10, 2015 through May 31, 2017 with the option to renew the contract for two (2) additional one-year periods in the amount of [\$5,762,317.01 for year 1, \$5,862,317 for year 2; optional \$6,061,635.78 for year 3; & \$6,267,731.39 for year 4] based on an average daily population (ADP) of 1200 inmates; or authorize an interim agreement with NaphCare, Inc. until a new RFP can be released.

WASHOE COUNTY, NEVADA

**CONTRACT FOR HEALTH CARE SERVICES FOR
WASHOE COUNTY DETENTION FACILITY**

NAPHCARE, INC.

NAME OF FIRM

James S. McLane, Chief Executive Officer

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

(205) 536-8460

(AREA CODE) AND TELEPHONE NUMBER

(205) 536-8404

(AREA CODE) AND FAX NUMBER

Jim@naphcare.com

E-MAIL ADDRESS

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CONTRACT FOR HEALTH CARE SERVICES FOR WASHOE COUNTY DETENTION FACILITY

This Contract is made and entered into this 10th day of June, 2015, by and between WASHOE COUNTY, NEVADA (hereinafter referred to as OWNER), and NAPHCARE, INC. (hereinafter referred to as CONTRACTOR), for Health Care Services for the Washoe County Detention Facility (hereinafter referred to as WCDF) located at 911 Parr Blvd., Reno, Nevada 89512 (hereinafter referred to as CONTRACT). The WCDF is managed and operated by the Washoe County Sheriff's Office (herein after referred to as WCSO).

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the CONTRACT within the required schedule and within the scope of work as prescribed in Exhibit A – Scope of Work; and,

WHEREAS, the CONTRACTOR and its employees, shall have and maintain the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this CONTRACT.

WHEREAS, OWNER and WCSO intends for the individuals incarcerated within the WCDF to receive medical treatment in conformity with state and federal law.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from June 10, 2015 through May 31, 2017, with the option to renew for two (2), one (1) year periods subject to the provisions of Sections II and VIII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this CONTRACT. OWNER reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience at the end of any CONTRACT period.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

OWNER agrees to pay CONTRACTOR for the performance of services described in Exhibit A - Scope of Work in accordance with Exhibit D - Fee Schedule. OWNER's obligation to pay CONTRACTOR cannot exceed amounts identified therein. It is expressly understood that the entire work defined in Exhibit A – Scope of Work must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire CONTRACT is completed for the said fee.

B. Terms of Payments

1. CONTRACTOR will invoice OWNER for its monthly base compensation on the first day of each month following the month in which services are to be rendered.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by OWNER.
 - a. CONTRACTOR shall provide OWNER with a prompt payment discount of one-half of a percent (0.5%) if OWNER provides CONTRACTOR with payment of its monthly base compensation by the tenth day of the month in which services are rendered. If OWNER provides payment to CONTRACTOR after the tenth day of the month, said discount shall not be applicable.
3. OWNER's representative shall notify CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice.
 - a. Upon resolution of the disputed amount by OWNER and CONTRACTOR, payment will be made in accordance with paragraph B. 2 above.
4. No penalty will be imposed on OWNER if OWNER fails to pay CONTRACTOR within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
5. In the event that legal action is taken by OWNER or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the CONTRACT.
6. OWNER shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products which have not been previously paid to CONTRACTOR.
7. OWNER shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A - Scope of Work.
8. Invoices shall be submitted to: Attn: Sheriff Administrative Accounting at SheriffAdminAccounting@washoecounty.us. Physical address: Washoe County Sheriff's Office, Attn: Accounting, 911 Parr Blvd., Reno, NV. 89512.

C. Aggregate Cap

CONTRACTOR's liability for costs incurred for off-site care of prisoners for whom CONTRACTOR is responsible shall be limited to a Single Maximum Cost of thirty thousand dollars (\$30,000.00) per prisoner, per each year of this CONTRACT and an Aggregate Maximum Cost of four hundred thousand dollars (\$400,000.00) per each year of this

CONTRACT. Thereafter, the Single Maximum Cost and Aggregate Maximum Cost are subject to change as identified within Exhibit D – Fee Schedule.

1. For purposes of this section, the following definitions shall apply:
 - a. Aggregate Maximum Cost shall mean the total limit of the CONTRACTOR's liability for all costs which result from the CONTRACTOR's responsibility to provide off-site care to prisoners. Aggregate Maximum Cost shall not include any expenses incurred by CONTRACTOR's staff or employees who provide medical care to the prisoner at the hospital.
 - b. Cost shall mean only those off-site expenses borne by the CONTRACTOR that are directly related to the prisoner's in-patient hospital care including, but not limited to, ambulance transportation, emergency room expenses and physician fees and shall also include any and all costs related to on-site specialty clinics (i.e., dialysis services, OB/GYN services, optometry services, prostheses, etc.). All costs related to on-site specialty clinics shall be factored in the Annual Aggregate Cap.
 - c. Off-site care shall mean all medical care and treatment and costs related thereto, which a prisoner receives at any off-site clinic(s), hospital(s) or specialist(s) to which that prisoner has been referred for medical services by CONTRACTOR.
 - d. Single Maximum Cost shall mean the total limit of CONTRACTOR's liability for the off-site care given to any one (1) prisoner. Single Maximum Cost shall include the expenses incurred by any medical provider who is not an employee of CONTRACTOR who is retained to provide medical care to the prisoner, but shall not include the expenses incurred by CONTRACTOR's staff or employees who provide off-site care to the prisoner. All costs in excess of the Single Maximum Cost shall not be chargeable as part of the Aggregate Maximum Cost.
2. CONTRACTOR will make every effort to submit an invoice for the previous month's charges in excess of the Single Maximum Cost and Aggregate Cap to OWNER within 90 days of receipt of same. OWNER shall remit payment to CONTRACTOR within thirty (30) days of receipt of the invoice.

D. Changes in Prisoner Population

1. The parties agree that the annual base compensation is calculated based upon an average daily prisoner population (ADP) of 1,200 prisoners at the WCDF. ADP is calculated by the sum total of all daily administrative prisoner population counts performed during a calendar month divided by the number of days in that calendar month.
2. Should the total ADP of 1,200 prisoners increase in any month at WCDF, OWNER shall pay CONTRACTOR additional compensation based on a per diem rate identified in Exhibit D – Fee Schedule. To calculate the additional compensation owed to CONTRACTOR, the per diem rate identified in Exhibit D – Fee Schedule will be

multiplied by the number of prisoners in excess of 1,200 WCDF, the result then multiplied by the number of days in the month of the service.

3. OWNER shall provide CONTRACTOR with the current ADP calculation each Monday of the month, along with a final ADP calculation on the first business day following the end of the month.
4. CONTRACTOR shall submit an invoice for the previous month's per diem charges to OWNER during the month following the month of service. OWNER shall remit payment to CONTRACTOR within thirty (30) days of receipt of the invoice.
5. This per diem is intended to cover additional costs in those instances where minor short term increases in the prisoner population result in the higher utilization of routine supplies and services. This per diem, however, is not intended to provide for any additional fixed costs such as new staffing positions, which might prove necessary if the prisoner population grows significantly and if the prisoner population increase is sustained.

E. Changes in the Law

If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, that materially changes the scope of services or increases the cost to CONTRACTOR of providing health care services hereunder, coverage of costs related to such changes are not covered in this CONTRACT and would need to be renegotiated with the OWNER.

F. Changes in Standard of Care or Scope of Services

The prices in Sections I, II and III of this CONTRACT reflect the scope of services as finally agreed upon by the parties to this CONTRACT. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should OWNER request a change in the scope of services, and CONTRACTOR's complying with these changes result in an increase in cost to CONTRACTOR, coverage of costs related to such changes are not covered in this CONTRACT and would need to be renegotiated with the OWNER.

G. OWNER's Fiscal Limitations

1. The content of this section shall apply to the entire CONTRACT and shall take precedence over any conflicting terms and conditions, and shall limit OWNER's financial responsibility as indicated in Sections II and III herein.
2. Notwithstanding any other provisions of this CONTRACT, this CONTRACT shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

3. OWNER's total liability for all charges for services which may become due under this CONTRACT is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR.

SECTION III: SCOPE OF WORK

Services to be performed by the CONTRACTOR for the CONTRACT shall consist of the work described in Exhibit A - Scope of Work of this CONTRACT, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. OWNER may at any time, by written order, make changes within the general scope of this CONTRACT and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR's cost or time required for performance of any services under this CONTRACT, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the CONTRACT shall be made and this CONTRACT shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by the CONTRACTOR of notification of change unless OWNER grants a further period of time before the date of final payment under this CONTRACT.
- B. No services for which an additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of OWNER.

SECTION V: RESPONSIBILITY OF CONTRACTOR

- A. CONTRACTOR shall appoint a Health Services Administrator (HSA), upon written acceptance by OWNER, who will manage the performance of services. All of the services specified by this CONTRACT shall be performed by the HSA, or by CONTRACTOR's associates and employees under the personal supervision of the HSA. Should the HSA, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR must obtain written approval by OWNER prior to replacing him or her with another equally qualified person. If CONTRACTOR fails to make a required replacement within thirty (30) days, OWNER may terminate this CONTRACT for default.
- B. CONTRACTOR has, or will, retain such employees as it may need to perform the services required by this CONTRACT. Such employees shall not be employed by the OWNER.
- C. The CONTRACTOR agrees that its officers and employees will cooperate with OWNER in the performance of services under this CONTRACT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.

- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and their principals, officers, employees and agents under this CONTRACT. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. The CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work.
 2. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT, and CONTRACTOR shall be and remain liable in accordance with the terms of this CONTRACT and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this CONTRACT.
- G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONTRACTOR for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONTRACTOR to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this CONTRACT, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other CONTRACT conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this CONTRACT. CONTRACTOR will provide its proprietary software "TechCare" for use in OWNER's facility at no cost to OWNER. CONTRACTOR shall maintain ownership of this software and the OWNER shall be entitled to quantitative and select information as required by OWNER and shall be entitled to use the software during the course of this CONTRACT. At the termination or expiration of this CONTRACT, CONTRACTOR shall remove the "TechCare" software. Any medical information regarding prisoners within the "TechCare" system will remain the property of the OWNER and, upon OWNER's request, CONTRACTOR will either generate a paper copy of any such data captured using the "TechCare" system or will provide OWNER such data in an electronic format mutually agreed upon by OWNER and CONTRACTOR.

- H. CONTRACTOR will determine the type of equipment, supplies and forms necessary to implement and operate an adequate medical care system for the prisoners.
- I. CONTRACTOR will approve the contents, number, location and procedure for the monthly inspection of the first-aid kits, which contents shall at all times meet first-aid needs as established by the American Heart Association. CONTRACTOR will certify compliance consistent with administrative approval.
- J. CONTRACTOR will also provide and pay for the following equipment and supply items:
 - 1. Medical and dental supplies;
 - 2. All pharmaceuticals upon discharge of a prisoner, CONTRACTOR may provide the prisoner with a prescription for necessary pharmaceuticals/medications in lieu of providing actual medications. However, CONTRACTOR will not be responsible for the costs of Hepatitis C prescription drugs approved by the Food and Drug Administration in 2013 (which may include the following: Harvoni, Sovaldi, Ledipasvir and/or Sofosbuvir, or other new or generic medications related to the treatment of Hepatitis C. Costs associated with these drugs will be the responsibility of the OWNER. However, CONTRACTOR will attempt procurement of the prisoner's own medication supply for administration should it be determined that the inmate has a current prescription for the medications referenced above, and if verified, shall continue the inmate's current treatment while bearing no financial responsibility for same. CONTRACTOR shall be responsible for costs associated with providing traditional Hepatitis C medications, such as, but not limited to, Interferon.
 - 3. Office supplies and forms utilized by this program;
 - 4. Laboratory tests (excluding legal blood alcohol or urine analysis tests);
 - 5. X-rays;
 - 6. Repair and maintenance of all equipment utilized by CONTRACTOR;
 - 7. All telephone charges from CONTRACTOR's assigned telephones for long distance, operator assistance, information, and 900 numbers. Abuse/neglect will be the responsibility of the CONTRACTOR and deducted from its monthly billing; CONTRACTOR will be responsible for charges due to use of the language line, providing payment by a reduction in the following month's invoice.
 - 8. All office equipment to include, but not limited to, computers, typewriters, facsimile and copy machines;
 - 9. Any hospital or specialized beds.
- K. CONTRACTOR has the sole responsibility for storage of materials and acknowledges that neither OWNER nor OWNER's representative(s) will be responsible for loss of or damage to

materials, tools, equipment, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes, even if stored in area provided by OWNER.

- L. The rights and remedies of OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this CONTRACT.

SECTION VI: SUBCONTRACTS

- A. Services specified by this CONTRACT shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR's request to subcontract, or acceptance of, or payment for, subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this CONTRACT by CONTRACTOR's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

SECTION VII: RESPONSIBILITY OF OWNER

- A. OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this CONTRACT and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this CONTRACT shall be subject to review for compliance with the terms of this CONTRACT by OWNER's representative. OWNER's representative may delegate any or all of their responsibilities under this CONTRACT to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this CONTRACT.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, examples include but are not limited to:
 - 1. Copies of reports, records, and other pertinent documents.

2. Copies of previously prepared reports, documents, and information related to the services specified by this CONTRACT. CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this CONTRACT.
 - F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.
 - G. OWNER will provide or arrange for adequate security in all medical service areas where prisoners may be located. OWNER will provide adequate space for the performance of medical care service at WCDF.
 1. OWNER will provide the following:
 - a. Current office furnishings and medical equipment within the WCDF as set forth in the Joint Operating Inventory.
 - b. All sheets and blankets.
 - c. Beds and mattresses (non-hospital type).
 - d. Utilities
 - e. Fire extinguishers
 - f. Laundry service for prisoner's uniforms and bedding.
 - g. Disposal of solid waste except contaminated material (bio-hazard), which is to be disposed of in accordance with applicable regulations, by CONTRACTOR.
 - h. General maintenance of facilities, as required, to include cleaning floors.
 - i. Prisoner meals to include special diets as required by CONTRACTOR physicians.
 - j. Blood and urine collection kits for legal blood/urine tests.
 - k. All laboratory analysis related to NRS 484.393 or any other applicable statutes.
 - H. OWNER will be under no obligation to provide additional equipment other than specifically described in this CONTRACT.
 - I. Prior to undertaking any acts or performance or medical care services pursuant to this CONTRACT, CONTRACTOR and OWNER's representative(s) will jointly conduct a complete opening inventory of medical (to include dental) and non-medical equipment listed on said opening inventory. CONTRACTOR agrees to repair or provide an equivalent quality replacement for any listed item that wears out, breaks down or that becomes damaged or lost throughout the term of the CONTRACT. OWNER agrees to allow CONTRACTOR to use all medical and dental supplies on the said Joint Opening Inventory. The Joint Opening Inventory will be audited and updated on an annual basis.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this CONTRACT.
- B. CONTRACTOR shall complete the CONTRACT in accordance with Exhibit A - Scope of Work, of this CONTRACT.
- C. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, CONTRACTOR shall notify OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to OWNER's written approval.

SECTION IX: TERMINATION

- A. The terms, conditions, and continuation of this Contract are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Washoe County Board of Commissioners. This contract shall terminate, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Owner's funding for this contract is not appropriated or is withdrawn, limited, or impaired.
- B. Termination for Convenience
 - 1. This CONTRACT may be terminated in whole or in part by OWNER or the WCSO for its convenience; but only after the CONTRACTOR is given:
 - a. not less than ninety (90) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with OWNER prior to termination.
 - 2. If termination is for OWNER's convenience, OWNER shall pay the CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
- C. Termination for Default
 - 1. This CONTRACT may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this CONTRACT through no fault of the terminating party; but only after the other party is given:
 - a. not less than ninety (90) calendar days written notice of intent to terminate; and,
 - b. an opportunity for consultation with the terminating party prior to termination.
 - 2. If termination for substantial failure or default is effected by OWNER, OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:

- a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of the CONTRACTOR's default.
 3. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER's representative, copies of all deliverables as provided in Section V paragraph H.
 4. If after termination for failure of the CONTRACTOR to fulfill contractual obligations it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of OWNER.
- D. Upon termination, OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONTRACTOR shall cease conducting business, OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this CONTRACT.
- E. The rights and remedies of OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this CONTRACT.
- F. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONTRACTOR's control.

SECTION X: INSURANCE

The CONTRACTOR shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices. Contractor agrees Owner's Division of Risk Management shall review and approve the required insurance policies prior to the commencement of this contract and prior to the start of each fiscal year of Owner.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: Washoe County Sheriff
Heidi Howe, Captain
Detention Bureau
911 Parr Blvd.
Reno, NV 89512

With a copy to: Washoe County Purchasing
1001 East Ninth Street, Bldg. C, RM C-200
Reno, NV 89512-2845

TO CONTRACTOR: James S. McLane, Chief Executive Officer
NaphCare, Inc.
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216
Fax: (205) 536-8404

With a copy to: Bradley J. Cain
General Counsel
NaphCare, Inc.
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

SECTION XII: MISCELLANEOUS

A. Independent Contractor

It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this CONTRACT. Further, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold OWNER and the WCSO harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER and the WCSO, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER and the WCSO, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Neither the OWNER nor the WCSO will provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this CONTRACT.

C. Public Funds

CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the OWNER may declare the CONTRACTOR in breach of the CONTRACT, terminate the CONTRACT, and designate the CONTRACTOR as non-responsible.

D. Assignment

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this CONTRACT without the prior written consent of OWNER shall be void.

E. Indemnity

The CONTRACTOR agrees to provide legal representation, defend, indemnify, and hold harmless Owner, WCSO, and the employees, officers and agents of OWNER and the WCSO from any claims, legal action, liabilities, damages, or losses that may arise from the performance of this contract.

F. Governing Law

Nevada law shall govern the interpretation of this CONTRACT.

G. Gratuities

1. OWNER may, by written notice to the CONTRACTOR terminate this CONTRACT if it is found after notice and hearing by OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this CONTRACT.
2. In the event this CONTRACT is terminated as provided in paragraph 1 hereof, OWNER shall be entitled:
 - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this CONTRACT by the CONTRACTOR; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.

The rights and remedies of OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

H. Audits

The performance of this CONTRACT by the CONTRACTOR is subject to review by OWNER to insure contract compliance. The CONTRACTOR agrees to provide OWNER any and all information requested that relates to the performance of this CONTRACT. All requests for information will be in writing to the CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for termination of the CONTRACT.

A board of health care specialists not affiliated with the CONTRACTOR, and at CONTRACTOR's expense, will periodically review procedures, reports and medical care practices to ensure that the CONTRACT and minimum health care standards are met. WSCO shall be provided with an annual report, to be submitted on July 1st of each year, of these findings.

I. Covenant

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this CONTRACT.

K. ADA Requirements

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards as adopted by OWNER.

L. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this CONTRACT utilizing the attached format in Exhibit C. The information provided in Exhibit C by the CONTRACTOR is for the OWNER's information only.

M. Disclosure of Ownership Form

The CONTRACTOR agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed the day and year first above written.

OWNER: WASHOE COUNTY, NEVADA

By: _____
Marsha Berkbigler, Chairperson

Date: _____

CONTRACTOR: NAPHCARE, INC.

By: _____
James S. McLane, Chief Executive Officer

Date: _____

EXHIBIT A – SCOPE OF WORK
HEALTH CARE SERVICES FOR WASHOE COUNTY DETENTION FACILITY

SECTION I: DEFINITIONS

- A. OWNER: Washoe County through its designated representatives as authorized by the Board of County Commissioners.
- B. CONTRACTOR: NaphCare, Inc.: Principal: James McLane, 2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216.
- C. ADMINISTRATOR: The primary designee of the Sheriff of Washoe County as authorized by Nevada Revised Statutes (NRS) Chapter 211.030.
- D. WCSO: The Washoe County Sheriff's Office.
- E. WCDF: The Washoe County Detention Facility, located at 911 Parr Blvd., Reno, Nevada 89512.
- F. PRISONER: A person physically booked and in the physical custody of WCSO.
- G. PEER REVIEW COMMITTEE: A board of health care specialists not affiliated with the CONTRACTOR that will periodically review procedures, reports and medical care practices to ensure that the CONTRACT and minimum health care standards are met.
- H. CUSTODY: In the physical custody of the WCSO after completion of the booking process.
- I. ABSENTIA BOOKING: A booking of a suspect who is not physically present at WCDF.
- J. NCCHC: National Commission on Correctional Health Care.
- K. ACA: American Correctional Association.
- L. HSA: CONTRACTOR's Health Services Administrator.
- M. MEDICAL DIRECTOR: A physician licensed within the State of Nevada who is responsible for all facets of medical care within the facility(s).
- N. DON: Director of Nursing, who works directly for the HSA supervising nursing medical care.
- O. HIPAA: Health Insurance Portability and Accountability Act of 1996, Title II, as amended.

- P. OSHA: Occupational Safety and Health Act of 1970.
- Q. CHRONIC CARE: Providing a plan of care for those illnesses and health related conditions that at the time of identification are expected to require care for a period of time in excess of three (3) months. Examples of conditions that would require a chronic care treatment plan at the time of identification would include (but not limited to) medical diagnoses such as asthma, HIV, hypertension, diabetes, and tuberculosis; mental health diagnoses such as depression, schizophrenia, and bipolar disorder; and situational conditions such as developmental disability, amputee, and pregnancy.
- R. PREA – Prison Rape Elimination Act of 2003.
- S. EMR: Electronic medical record operated and maintained by CONTRACTOR.
- T. DENTAL DIRECTOR: Dentist licensed in the State of Nevada who is responsible for all facets of dental care with the facility.

SECTION II: CONTRACTOR'S RESPONSIBILITIES

A. General Scope of Work

1. OWNER hereby grants CONTRACTOR, as an independent contractor, the exclusive right to provide; and CONTRACTOR agrees to provide health care consistent with standards of care in the community required by prisoners in the custody of the Sheriff as provided in NRS 211.140.
2. CONTRACTOR agrees to organize, conduct and be responsible for a complete medical and dental care delivery system which will render required health care twenty-four (24) hours a day, seven (7) days a week, to all prisoners. To the extent deemed necessary by CONTRACTOR and to the extent possible, provisions of health services may be rendered by CONTRACTOR to prisoners through a telemedicine networking system. CONTRACTOR's responsibility as to each prisoner includes:
 - i. Treatment for injuries incurred by a prisoner while in custody of the WCDF;
 - ii. Treatment for any infectious, contagious or communicable disease, which the prisoner contracts while in custody; and
 - iii. Treatment for pre-existing illnesses or injuries will only be the responsibility of the CONTRACTOR as described in Section X, A.
3. Pre-existing conditions subsequent to arrest will be the responsibility of the CONTRACTOR.
4. Pre-existing conditions unrelated to arrest will NOT be the responsibility of the CONTRACTOR.

- i. If treatment can be provided at the WCDF the CONTRACTOR will provide this care as part of the CONTRACT and there will be no additional charge to the OWNER.
 - ii. If care must be provided at a hospital, clinic, rehabilitation center, or long term care facility in the community the CONTRACTOR will NOT be responsible for the cost.
5. CONTRACTOR will be responsible for reviewing all bills resulting from medical care outside of WCDF.
 - i. CONTRACTOR will determine responsibility of the cost, CONTRACTOR, OWNER or third party as outlined by NRS 211.140 or established agreement entered in to by OWNER.
 - ii. CONTRACTOR will pursue all insurance options both private and government. All insurance options, to include Medicaid/Medicare, will be determined and billed as appropriate.
 - iii. Monthly reporting of these activities will be provided to OWNER's satisfaction.
 - iv. OWNER reserves right to have all documentation of these monies audited at OWNER's cost.
6. Coordination for follow-up treatment for pre-existing illnesses or injuries previously treated prior to being in WCDF will be the responsibility of the CONTRACTOR.

B. Commencement of CONTRACTOR Responsibility; Hospitalization

1. CONTRACTOR's responsibility for treatment commences upon an arrestee becoming a prisoner.
2. Transportation of a prisoner from the WCDF to a hospital (by ambulance) for health care shall be the responsibility of the CONTRACTOR and shall be applied to the off-site Annual Aggregate Cap.
3. CONTRACTOR is not responsible for individuals who are placed into a hospital by any law enforcement agency prior to arrest.
4. Individuals taken directly to a hospital and booked in absentia will be cared for by the hospital pursuant to a separate contract between the OWNER and the hospital, but will not be the responsibility of the CONTRACTOR. The CONTRACTOR will pursue reimbursement through all available insurance options to include Medicaid/Medicare on behalf of the OWNER.
5. CONTRACTOR agrees to provide appropriately trained medical personnel and necessary health supplies to draw blood and collect urine tests from all

prisoners required to take such tests in accordance with the requirement of NRS 484.393 or any other applicable law which provides for such testing. OWNER will provide all related laboratory analysis at no cost to CONTRACTOR. OWNER will provide blood and urine collection kits.

6. CONTRACTOR's physician, or authorized medical personnel acting at their direction, shall review the condition of any prisoner confined in any isolation or segregation cell within thirty (30) minutes of placement of the prisoner in such cell, and accordingly thereafter, consistent with required need and the standards of the NCCHC.

SECTION III: ACCESS AND CONDUCT OF CONTRACTOR'S PERSONNEL

- A. CONTRACTOR shall remove from the WCDF any assigned employee who, in the sole opinion of the OWNER or ADMINISTRATOR, is not performing the services in a proper manner consistent with medical needs of the prisoners or the operational requirements of the WCDF. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the CONTRACTOR. OWNER or ADMINISTRATOR will notify CONTRACTOR in writing of any request for removal of an employee.
- B. CONTRACTOR shall, upon termination of any employee, immediately provide written notice to the ADMINISTRATOR or their designee(s).
- C. CONTRACTOR shall be required to have all on-site staff cleared through WCSO security check and security orientation.
- D. OWNER and ADMINISTRATOR reserve the right to conduct their own investigation, to the extent allowed by law, of any employee of CONTRACTOR assigned to provide services under this CONTRACT and to request any additional investigative background information from CONTRACTOR.
- E. OWNER and ADMINISTRATOR have the right to reject for service at WCDF any employee of the CONTRACTOR or its subcontractors, and to remove from WCDF any person or firm employed or engaged by the CONTRACTOR when they deem it to be in the best interest of WCDF, or in the best interest of the successful implementation of its health care service. The privilege of entering or remaining on the premises of any secure facility under the jurisdiction of the OWNER and/or WCSO may be denied or revoked at any time.
- F. All CONTRACTOR employees and subcontractors will be required to pass the OWNER'S background check in order to receive access into the facility. OWNER reserves the right to revoke access without notification for any reason and is not obligated to disclose the reason. CONTRACTOR shall provide for its employees and any subcontractor's employee(s) entering and working on premises, the following information:

1. Full name
2. Nicknames
3. Present telephone number(s)
4. Place of residence for previous two (2) years
5. Social Security Number
6. Date of birth
7. Place of birth
8. Employment for previous number of years, as determined by OWNER or ADMINISTRATOR.
9. Any other information requested by OWNER or ADMINISTRATOR for the purposes of conducting a background check.

SECTION IV: MONITORING PERFORMANCE

- A. OWNER and ADMINISTRATOR will have the unfettered right to monitor the CONTRACTOR's work in every respect, including but not limited to quality, cost and the furnishing of services as agreed upon.
- B. CONTRACTOR will extend its full cooperation to the OWNER and ADMINISTRATOR, and ensure the cooperation of its employees, agents and subcontractors with regards to the monitoring of its performance.
- C. CONTRACTOR will make available for inspection and/or copying when requested any and all records requested by the OWNER or ADMINISTRATOR, including but not limited to the following:
 1. Original prisoner medical records.
 2. Sick call logs.
 3. Time sheets.
 4. Invoices.
 5. Statements.
 6. Charge slips.
 7. Credentialing statements.
 8. Performance evaluations.
 9. Continuing education records.
 10. Training records.
 11. Records and accounts relating to the CONTRACTOR's charges.
 12. Work and performance under the CONTRACT.
 13. Staffing reports.

SECTION V: STANDARDS AND ACCREDITATION

- A. Standards

The health care services program is to meet all applicable federal and state regulations and professional standards. Specifically included in this requirement are the most current standards of the NCCHC, and published standards associated with PREA.

B. Accreditation

1. CONTRACTOR will meet all applicable standards of the NCCHC.
2. WCDF is currently accredited by the NCCHC. The CONTRACTOR shall perform all duties pursuant to this CONTRACT in a manner which does not jeopardize such accreditation.
3. CONTRACTOR is required to maintain accreditation and to provide evidence within six (6) months from the effective date of the CONTRACT that confirms the continuation of the NCCHC accreditation. Accreditation is to be maintained throughout the CONTRACT term and any extensions thereof. All costs associated with obtaining and maintaining accreditation through the NCCHC are to be borne by the CONTRACTOR.
4. Failure to maintain WCDF's accreditation will require CONTRACTOR to pay fifty thousand dollars (\$50,000) in liquidated damages per year until WCDF is re-accredited by the NCCHC.

SECTION VI: TECHNICAL SPECIFICATIONS - ADMINISTRATION

A. Medical Records

1. CONTRACTOR will provide an Electronic Medical Records System (EMR).
 - i. The EMR will not rely on scanning documents as its primary means of creating an electronic record.
 - ii. All activities should be recorded in the EMR at or near real time. The only documents that should be scanned are those provided by other medical providers such as EMT's, paramedics, clinics, and local hospitals.
 - iii. The data from the EMR will be used to generate both standard and ad hoc reports to meet all reporting requirements of the CONTRACT.
 - iv. The CONTRACTOR will provide all hardware, servers, switches, laptops, and desk top computers to effectively operate the EMR in the OWNER'S environment.
 - v. The OWNER will allow access through OWNER's network to provide connectivity.
 - vi. The ADMINISTRATOR and their designee(s) will have access to create and print standard reports provided by and from the EMR.
2. The records shall include all findings and notations, including but not limited to:

- i. In-patient Status
- ii. Ambulatory Care
- iii. Chronic Illness Clinic Visits
- iv. Mental Health Care
- v. Dental Care
- vi. Hospital Care
- vii. Consultant-Specialist Services

3. Each record entry shall include, but not be limited to:

- i. Author and professional title, to include legible signatures and/or an identifier unique to each provider.
- ii. Date and time of patient encounter.
- iii. Administration of care.

4. In addition to information that identifies the prisoner, the health record should further include, where applicable:

- i. A problem list per NCCHC requirement.
- ii. Information regarding prescriptions and administration of medications.
- iii. All completed screening forms.
- iv. Completed health assessment forms within fourteen (14) days of custody.
- v. Annual health assessments.
- vi. Diagnostic reports.
- vii. Progress notes.
- viii. Consents and refusal forms.
- ix. Record of infirmary care per NCCHC requirement.
- x. Consultant-Specialist reports.
- xi. Doctor's orders.
- xii. Diagnosis and treatment for mental health conditions.
- xiii. Allergies or other treatment restrictions or alerts.
- xiv. Special needs treatment plan.
- xv. Other health care records as needed.
- xvi. Hospitalization information to include a discharge summary sheet.
- xvii. All other pertinent information that complies with requirements of NCCHC.
- xviii. Electronic Medicare/ Medicaid Pre-Application & Discharge Plan, pursuant to state and federal mandates.

5. A separate in-patient record (or a separate section in the prisoner's regular ambulatory record) is to be created upon a prisoner's admission to the infirmary or mental health unit. Upon discharge, a discharge summary is to be filed in the out-patient chart or the in-patient charting is to be merged into the prisoner's regular medical report.

6. All medical records, electronic and hard copy, including mental health and dental information, are the property of OWNER. The records are to be maintained on site, but may be stored off-site by the CONTRACTOR when the patient is no longer confined in WCDF facility at CONTRACTOR's expense. The CONTRACTOR must comply with all federal and state laws and WCSO procedures governing confidentiality, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall comply with the requirements of HIPAA, including, but not limited to, entering into a Business Associate Agreement with OWNER and any other entity sharing protected health information about clients in WCDF. Disclosure of medical records pursuant to a subpoena or court order will be in accordance with the ADMINISTRATOR's policies and applicable law.
7. CONTRACTOR shall provide, at its expense, medical record information when a prisoner is transferred to the custody of a federal, state or other local correctional facility, or to a psychiatric institution. Depending on the requirements of each case, the medical record information required to be furnished by the CONTRACTOR will consist of a copy of the complete medical record or a summary of the record with pertinent information included.
8. CONTRACTOR will provide summaries or copies of the medical file of each prisoner to any facility to which the prisoner is transferred when written authorization by the prisoner is given for the transfer of medical record information, unless otherwise provided by applicable law. Medical record information will also be transmitted to specific and designated physician(s) or medical facilities in the community upon the written authorization of the prisoner or as required by NRS 211.040.
9. CONTRACTOR will implement procedures provided by ADMINISTRATOR requiring that inactive health and medical record files are retained as permanent records for a minimum of five (5) years after prisoner's release and that all other legal requirements for the retention of medical records are also followed.
10. CONTRACTOR acknowledges and agrees that all records required by this CONTRACT that are developed, prepared or acquired by CONTRACTOR during the performance of services under this CONTRACT including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, specifications, manuals, maps, models, photographs, policies, procedures and reports (hereinafter collectively called "documents") will immediately become the property of the OWNER. CONTRACTOR will treat all documents as confidential and not disclose them to the public at any time without the prior written approval of the ADMINISTRATOR. ADMINISTRATOR will not disclose or direct CONTRACTOR to disclose information entitled to protection without authorization or due process by law. ADMINISTRATOR will be allowed to disseminate copies of these documents, as they deem necessary and appropriate in accordance with applicable law.

11. CONTRACTOR agrees that all medical personnel, supplies, equipment and facilities utilized by CONTRACTOR in providing medical care services to prisoners in the care and custody of WCSO may be subject to search and/or inspection by the ADMINISTRATOR, or their designee(s). Such search and/or inspection may be conducted without notice at any time.
12. CONTRACTOR will be fully responsible for protection of keys furnished and will also be responsible to see that the medical areas are properly locked upon completion of the work, if such action is directed by the ADMINISTRATOR. If the key(s) allotted to CONTRACTOR or its employees become lost or stolen, OWNER and ADMINISTRATOR reserve the right to have the corresponding locks rekeyed and a sufficient number of keys reissued to all involved personnel at CONTRACTOR's expense.
13. CONTRACTOR agrees to ensure that a responsible physician employed by CONTRACTOR maintains staff privileges at a hospital where prisoners will be treated or cared for.
14. CONTRACTOR agrees that during an emergency, other than an emergency which is solely medical in nature, the ADMINISTRATOR or their designee(s) will have direct control over all officers, employees, agents and vendors associated with CONTRACTOR who are within WCDF.
15. Regular and Emergency Contact:
 - i. CONTRACTOR will provide and staff a local business office.
 - ii. CONTRACTOR will provide a local phone number for emergency and regular contact by OWNER, ADMINISTRATOR or their designee(s). CONTRACTOR will ensure response twenty-four (24) hour per day, seven (7) day per week.
16. CONTRACTOR and its employees will, at all times, cooperate with the District Attorney's Office, or any other attorneys representing OWNER or ADMINISTRATOR in any legal action, including providing records, testimony or other evidence when requested.

B. Documentation

1. In addition to keeping complete and accurate electronic medical/dental/mental health records, the CONTRACTOR is expected to maintain in an orderly and accessible manner, documentation concerning the operation of the health services program.
2. Documentation will include, but not be limited to:

- i. Evidence of formal completion of proper orientation program.
- ii. A compilation of current policies and procedures.
- iii. Manuals and operational guides.
- iv. Nursing protocols.
- v. Copies of credentials including:
 - 1) Special licenses and certifications.
 - 2) Job descriptions.
 - 3) Records of professional staff continuing education credits.
 - 4) In-service orientation and continuing education course attendance for the professional health services staff.
- vi. Health and grievance records.
- vii. Administrative meetings that deal with administrative, staff education, infectious disease and quality improvement matters.
- viii. Record of program sessions.
- ix. Record of therapy sessions.
- x. Record of physician chart reviews.
- xi. Sick call logs.
- xii. Dental logs and records of treatment.
- xiii. Inventories and counts of medications including controlled drugs, needles and sharps.
- xiv. Logs of segregation visits and first aid kit inspections.
- xv. Health service disaster plan and critiques of drills that have been held.
- xvi. Special Diet Orders.
- xvii. Recordings or other documentation of communications and actions concerning matters important to the proper management of a health care delivery system.

C. Policies and Procedures

1. A complete Policies and Procedures Manual will be maintained and updated yearly.
2. At a minimum, the manual will state an established policy for each health services activity and the defined procedure for carrying out that activity.
3. The Policies and Procedures Manual must be signed off by the CONTRACTOR, medical director and the ADMINISTRATOR, and dated and reviewed at least annually.
4. At a minimum, an updated copy of the applicable Policies and Procedures Manual and Nurses Protocols shall be in the clinic area. In addition, a copy of the manual shall be furnished to the ADMINISTRATOR and WCSO's Policies and Procedures section.

D. Quality Assurance/Quality Improvement

1. CONTRACTOR shall institute a program of Continuous Quality Improvement (CQI). The CONTRACTOR must provide documentation that a CQI Program is in place which includes monthly meetings of the CQI committee. The CQI program must include both process and outcome studies and must cover all aspects of care provided. The CQI program must use multi-disciplinary committees. Mortality review and evaluation of off-site care must come under the scope of the CQI program. CONTRACTOR will provide the ADMINISTRATOR or their designee(s) with a briefing of CQI efforts on a monthly basis.
2. Professional Peer Review (PPR) which will include, but not be limited to, audits and medical record review. PPR shall occur quarterly by physicians, nurses and psychiatrists at the CONTRACTOR's expense outside of the CONTRACT. CONTRACTOR will provide the ADMINISTRATOR or their designee(s) a briefing of all PPRs on a quarterly basis.
3. CONTRACTOR shall establish a tracking system for off-site referrals including subspecialty and in-patient stays. The system must include non-urgent hospitalization, emergency hospitalizations and all emergency room evaluations. The system must track access to services as to their appropriateness and timeliness.
4. CONTRACTOR shall establish a mortality review process. ADMINISTRATOR or their designee(s) must be informed immediately of any death regardless of circumstances. A preliminary report of the mortality review shall be submitted by the physician to the ADMINISTRATOR or designee(s) within forty-eight (48) hours of the prisoner death.
5. The medical staff will convene regularly with the ADMINISTRATOR or their designee(s) to discuss issues relevant to medical care at WCDF. The ADMINISTRATOR or their designee(s) will serve as the designated chairperson. The meeting will generally occur monthly (unless waived by ADMINISTRATOR or their designee(s)), but no less than ten (10) times per calendar year. Attendees will include CONTRACTOR's HSA, medical director, and DON.
6. CONTRACTOR will approve the contents, number and location of first-aid kits and crash carts. The contents of the first-aid kits and crash carts shall at all times meet first-aid needs as established by the American Heart Association. CONTRACTOR will inspect first-aid kits on a monthly basis and crash carts on a daily basis. CONTRACTOR will certify compliance to the ADMINISTRATOR.

E. Infection Control

1. CONTRACTOR will maintain an Infection Control Program that monitors all WCSO staff and prisoners for the incidence of infections and communicable diseases and prevents the spread of such diseases. The program will include the filing of reports as required by applicable law.

2. The program will include:
 - i. Immunizations to be supplied and administrated by CONTRACTOR.
 - ii. Appropriate care to prevent the spread of diseases.
 - iii. Proper disposal of infectious waste in adherence to Center for Disease Control guidelines regarding universal precautions.

F. Education and Training – Patient; In-Service; Continuing Education; Orientation

1. CONTRACTOR's program for training of health staff as to their individual role, as well as security concerns related to WCDF. The CONTRACTOR is required to develop and provide any and all training to its own staff and any employee of WCDF who may have contact with protected health information as mandated by HIPAA.
2. All health staff will be required to furnish evidence of continuing education units (CEU) and maintain current certifications in cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED). CONTRACTOR will maintain records of all CEUs and certifications of health services staff.
3. CONTRACTOR will develop a program to provide health information to patients/prisoners. Health- oriented information provided to patients/prisoners will include the practice of proper orientation, which includes but is not limited to:
 - i. In-service tapes and pamphlets.
 - ii. AIDS education.
 - iii. Avoidance of other communicable diseases.
 - iv. Hygiene Care.
 - v. Dental Care.
 - vi. Women's health concerns.
 - vii. Parenting skills.
 - viii. Smoking cessation.
 - ix. Behavior management education.
 - x. Psychoanalysis education.
4. CONTRACTOR will cooperate with the ADMINISTRATOR or their designee(s) in training all correctional personnel in the use of emergency care procedures and basic first-aid. Training will be equivalent to that established by the American Heart Association. CONTRACTOR will coordinate with the ADMINISTRATOR or their designee(s) to make sure that a sufficient number of corrections officers are trained in areas including, but not limited to, first aid, CPR, and AED.
5. This training will in no way substitute for or in any way diminish the CONTRACTOR's responsibility for immediate response and ultimate responsibility for any and all medical emergencies.

6. CONTRACTOR agrees to participate in programs established by WCSO that are developed in cooperation with post-secondary education institutions that are related to CONTRACTOR's duties as outlined in this CONTRACT (for example, internships or externships).
7. CONTRACTOR agrees to cooperate with the WCSO in training programs designed to provide WCSO staff with Critical Incident Team (CIT) training.

G. Orders and Protocols

CONTRACTOR will use direct orders and protocols for the transmission of instructions for providing health services in those cases where such instructions are necessary as a communication between different staff levels. Standing orders are not to be used.

H. Statistics; Data; Information

1. CONTRACTOR will keep statistical data as to:
 - i. Prisoner sick call requests.
 - ii. Sick call encounters (non-physicians).
 - iii. Sick call encounters by physicians and specialists.
 - iv. Administration of medications.
 - v. Infirmary stays and the length of stays.
 - vi. Mental health evaluation and treatment related data.
 - vii. Number of patients on psychotropic medications.
 - viii. Hospital stays and the length of stays.
 - ix. Off-site emergency visits.
 - x. Off-site consultant specialty referrals.
 - xi. Prisoner's major diagnosis breakdown (number of).
 - xii. History and physical assessments.
 - xiii. Medications.
 - xiv. All drugs prescribed by cost, frequency, new, refill and separated for medical, psychotropic, and HIV.
 - xv. Lab testing (including testing for AIDS).
 - xvi. Radiological examinations.
 - xvii. Dental examinations and treatment.
 - xviii. Chronic clinics.
 - xix. Medical grievances.
 - xx. Other areas as the CONTRACTOR and ADMINISTRATOR mutually agree.
 - xxi. Clinical Institute Withdrawal Assessment (CIWA) Reporting.
2. CONTRACTOR will provide the OWNER'S ADMINISTRATOR or their designee(s) with monthly reports of these statistical data and a complete summary

annual report. The final annual report, or a separate report, is to cover any late period of CONTRACT performance not included in a prior report.

I. Meetings and Reports

1. CONTRACTOR's HSA will schedule monthly meetings to be attended by health services staff and the ADMINISTRATOR and/or designee(s).
2. CONTRACTOR will hold mandatory health service staff meetings on a regular schedule and attended by available staff.
3. CONTRACTOR will hold regular meetings regarding quality improvement and the control of infectious diseases.
4. All of the foregoing meetings are to have written minutes with copies distributed to those in attendances and to ADMINISTRATOR or their designee(s).
5. CONTRACTOR's mental health providers will participate in weekly meetings regarding safety, security, and behavior management planning of mental health patients.
6. CONTRACTOR, upon request, will provide a daily report to the ADMINSTRATOR or their designee(s). The daily report will contain the following information:
 - i. Number of active prisoners.
 - ii. Prescreening totals.
 - iii. History and physical totals.
 - iv. Mental health totals.
 - v. Scanned documents.
 - vi. TB implants totals.
 - vii. TB positive totals.
 - viii. TB negative totals.
 - ix. Number of prisoners on alcohol detox.
 - x. Number of prisoners on drug detox.
 - xi. Prisoners needing physical.
 - xii. Prisoners needing annual physicals.
 - xiii. Prisoners on prescription medications.
 - xiv. Percentage of prisoners on prescription medications.
 - xv. Prisoners on prescription mental health medications.
 - xvi. Percentage of prisoners on prescription mental health medications.
 - xvii. Active requests for psychiatrist.
 - xviii. Active requests for dialysis consult.
 - xix. Active requests for chronic care.
 - xx. Active requests for sick call.
 - xxi. Active requests for HIV/Health Department sick call.

- xxii. Active requests for discharge plan.
- xxiii. Active requests for SNAMHS.
- xxiv. Active requests for x-ray.
- xxv. Active requests for labs.
- xxvi. Active requests for mental health sick call – nurse.
- xxvii. Active requests for medical sick call - doctor.
- xxviii. Active requests for EKG.
- xxix. Active requests for mental health requests.
- xxx. Active requests for medical sick call - OB/GYN.
- xxxi. Active requests for medical sick call – nurse.
- xxxii. Active requests for dental sick call.
- xxxiii. Active mental health grievances.
- xxxiv. Active requests for mental health step down evaluation.
- xxxv. Completed chronic care.
- xxxvi. Completed dental sick call.
- xxxvii. Completed HIV/Health Department sick call.
- xxxviii. Completed labs.
- xxxix. Completed medical sick call - nurse.
- xl. Completed medical sick call - doctor.
- xli. Completed mental health sick call – nurse.
- xl.ii. Completed mental health requests.
- xl.iii. Completed psychiatrist visits.
- xl.ii. Completed SNAMHS mental health referrals.
- xl.v. Completed x-ray.
- xl.vi. Completed mental health grievances.
- xl.vii. Completed dialysis consultations.
- xl.viii. Completed mental health step down evaluation.
- xl.ix. Completed medical sick call - OB/GYN.
- l. Completed grievance medical sick call.
- li. Completed discharge plan.
- lii. Completed EKG.
- liii. Average completion time: chronic care.
- liv. Average completion time: dental sick call.
- lv. Average completion time: dialysis consultation.
- lvi. Average completion time: discharge plan.
- lvii. Average completion time: EKG.
- lviii. Average completion time: grievance medical sick call.
- lix. Average completion time: HIV/Health Department sick call.
- lx. Average completion time: labs.
- lxi. Average completion time: medical sick call - nurse.
- lxii. Average completion time: medical sick call - OB/GYN.
- lxiii. Average completion time: medical sick call - doctor.
- lxiv. Average completion time: mental health sick call – nurse.
- lxv. Average completion time: mental health step down evaluation.
- lxvi. Average completion time: mental health grievances.
- lxvii. Average completion time: mental health requests.

- lxviii. Average completion time: psychiatrist visits.
 - lxix. Average completion time: SNAMHS mental health referrals.
 - lxx. Average completion time: x-ray.
7. CONTRACTOR will provide a daily flu report to the ADMINISTRATOR or their designee(s). Report may be weekly during non-flu seasons periods.
 8. CONTRACTOR will provide monthly statistical reporting with year to date information and annual summary regarding pharmaceutical utilization specific to WCDF. Information included shall minimally consist of all drugs prescribed by cost and frequency and for psychotropic and HIV separately, the prescription filled, new and refill, the doses dispensed and the ability to sort by medication category or provider to prescribing patterns for evaluation.
 9. CONTRACTOR will provide a monthly report that contains averages for all items reported in the daily report. The monthly report will be due on the 10th of each month. The monthly report will also contain the following information:
 - i. Total cost of prescribed medications with a list in order with cost of the top ten (10).
 - ii. Total cost of prescribed psychotropic medications with list in order of the top ten (10).
 - iii. Average number of prisoners receiving mental health care with averages for those that are considered serious or chronic.
 - iv. Average number of prisoners receiving chronic care. This category should also be broken down with averages by:
 - 1) Mental health chronic care.
 - 2) Gastro intestinal.
 - 3) Thyroid disease.
 - 4) Anemia.
 - 5) Cancer.
 - 6) Headaches.
 - 7) Seizure disorder.
 - 8) Asthma.
 - 9) CAD/CHF/Valve disease.
 - 10) Hepatitis B.
 - 11) Hepatitis C.
 - 12) Kidney disease.
 - 13) Pain – chronic.
 - 14) Hyperlipidemia.
 - 15) Transplant.
 - 16) COPD/Emphysema.
 - 17) HIV/AIDS.
 - 18) Hypertension.
 - 19) Stroke.

20) Diabetes.

10. Provide an annual report. The annual report will provide statistical information derived from daily, weekly, monthly, and quarterly reports. It will also provide information in the following areas:
 - i. Accomplishments.
 - ii. Staffing analysis broken down by month.
 - iii. Prisoner deaths.
 - iv. Prisoner population census.
 - v. Cost saving initiatives.
 - vi. A summary of the year's CQI initiatives.
 - vii. Any other information requested by OWNER or ADMINISTRATOR.
11. CONTRACTOR will provide monthly statistics with year-to-date information and annual summary regarding pharmaceutical utilization as specific to WCDF. Information included shall minimally consist of the top ten (10) drugs prescribed by cost and frequency and for psychotropic and HIV separately, the prescriptions filled – new and refill, the doses dispensed and the ability to sort by medication category or provider to prescribing patterns for evaluation.

J. Consents to and Refusals of Care

1. CONTRACTOR will attempt to obtain consent for treatment from each prisoner during the history and physical process. When possible, CONTRACTOR will obtain the prisoner's electronic signature, which will be maintained within the medical record.
2. Additionally, CONTRACTOR will ensure that prisoners about to undergo any invasive medical treatment at WCDF will be counseled regarding the treatment and required to sign an informed consent form prior to the treatment being initiated. This form will be maintained in the prisoner's medical record.
3. CONTRACTOR will provide prisoners the opportunity to refuse medical care by executing an appropriate refusal form, which will be maintained in the prisoner's medical record.

K. Disaster Plan

1. CONTRACTOR is to have a disaster plan developed and approved by the ADMINISTRATOR or their designee(s) and be implemented within thirty (30) days of securing the CONTRACT.
2. The plan may be separate and confined to the needs of the health services department or be part of the facility's full disaster plan. At a minimum the health services portion is to contain all the necessary elements of a complete plan (e.g., names and telephone numbers of security and staff that need to be alerted; location of emergency equipment; responsibilities of various staff or posts;

hospital, ambulance, fire department numbers; the triaging process; evacuation of patients from WCDF; a backup plan).

3. The plan is to be drilled by the health services staff at least twice each year. Each drill shall be critiqued by a team consisting of at least the HSA, Medical Director and DON and used as an educational tool at a health services staff meeting. A copy of each disaster plan shall be provided to the ADMINISTRATOR or their designee(s). A copy of the drill documentation and critique will be sent to WCSO Policies & Procedures for accreditation purposes.
4. CONTRACTOR will participate in drills conducted by WCSO staff when requested, and participate in debriefings and critiques when appropriate.
5. CONTRACTOR will participate in the WCSO's Point of Dispensing (POD) for mass prophylaxis drills in conjunction with the Health District and coordination of WCSO's Health & Safety Officer.

L. Administrative Services

1. CONTRACTOR will be responsible for ensuring that its staff reports in writing any problems and/or unusual incidents to the ADMINISTRATOR or their designee(s). This includes, but is not limited to medical, security and personnel issues that might adversely impact the delivery of health care services, and/or the safety and security of WCDF.
2. CONTRACTOR's HSA will be responsible for monitoring the performance of all health care personnel rendering patient care. The Medical Director will advise the ADMINISTRATOR or their designee(s) on specific clinical issues as appropriate.
3. CONTRACTOR will implement a Medicaid, Medicare and third-party billing system for medical services provided at WCDF in accordance with applicable state and federal policies. The CONTRACTOR's Billing Specialist, a corporate position not listed in Exhibit E - Staffing Plan, shall be responsible for ascertaining if prisoners are eligible to receive Medicaid, Medicare or any other third party payments and if eligible, the CONTRACTOR shall seek reimbursement on behalf of OWNER.
4. CONTRACTOR will establish procedures related to timely acceptance, service and return of subpoenas issued to any member of CONTRACTOR's staff in relation to this CONTRACT. All associated procedures must include a tracking mechanism that may be subject to review by the ADMINISTRATOR or their designee(s) at any time.

M. ADA Compliance

In performing the services required hereunder, the CONTRACTOR agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the CONTRACTOR or which would be imposed on the OWNER as a public entity, except those relating to physical accessibility of buildings and structures. The CONTRACTOR agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the OWNER, ADMINISTRATOR or their designee(s), WCSO and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the CONTRACTOR or its agents in violation of the ADA.

N. Health Care Grievances

CONTRACTOR is to maintain health care grievances as set forth in within NCCHC Standards or as otherwise required by the WCSO.

SECTION VII: STAFFING

A. Credentials

All professional staff is required to have on file and on site evidence of current licensure, certification, or registration as required by applicable law.

B. Staffing Plan

The staffing plan is outlined within Exhibit E, attached hereto and incorporated herein.

C. Professional Requirements

1. CONTRACTOR will designate one duly qualified physician licensed in the State of Nevada as the Medical Director who will be responsible for making all final medical judgments. OWNER and ADMINISTRATOR agree that matters of medical and dental judgments are the sole province of the Medical Director, physician and dentist, respectively; however, security regulations applicable to WCDF personnel also apply to medical personnel.
2. CONTRACTOR may enter into subcontracts with service providers, as it deems necessary to provide adequate performance of its responsibilities under this CONTRACT. CONTRACTOR assumes full responsibility for any acts or omissions of such subcontractors, as if said acts or omissions were those of CONTRACTOR, and that letting a subcontract does not relieve CONTRACTOR of its responsibility to adequately supervise the performance of work under this CONTRACT. CONTRACTOR further agrees to provide copies of any and all subcontracts, upon request of OWNER or ADMINISTRATOR or their designee(s).

3. CONTRACTOR will be responsible as an independent CONTRACTOR for all Social Security, Federal Income Tax, Unemployment Compensation, Workers' Compensation Insurance or other taxes or payroll deductions which may be required by law or contract for or on behalf of its employees. OWNER and ADMINISTRATOR are expressly relieved from any of the above-stated obligations.
4. Qualified health service personnel are required to be available for intake screening at all times when prisoners are received at WCDF. There will be an intake RN twenty-four (24) hours a day, seven (7) days a week and an EMT professional in the intake area twenty-four (24) hours a day, seven (7) days a week at a minimum when prisoners are being received at that unit. Additional personnel will be added to this function as dictated by the number of bookings.
5. CONTRACTOR will develop written protocols for mental health screening to be used in the diagnosis and treatment of prisoners. CONTRACTOR is responsible for providing training to the appropriate staff in the use and application of these protocols.
6. It shall be the OWNER's responsibility to provide security for CONTRACTOR.

D. New Hires

1. The CONTRACTOR shall hire only license
2. d and qualified personnel to provide professional services.
3. CONTRACTOR will complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license and degree will be maintained on file. The OWNER or ADMINISTRATOR will have access to this information upon request.
4. CONTRACTOR will not schedule any new employee prior to the completion of the background check process as described in Section III, paragraphs C-F, in this exhibit.

E. Position Descriptions

CONTRACTOR will provide written position descriptions at hiring to each member of the health care staff. Job descriptions will delineate employees' job responsibilities and will meet requirements of the ADA.

F. Performance Appraisals

CONTRACTOR will monitor and evaluate the performance of health care staff to ensure adequate job performance. CONTRACTOR will develop and employ a written policy

outlining a procedure for written performance appraisals of its staff. Appraisals will be done, at a minimum, annually.

G. Bio-Hazardous Waste

CONTRACTOR will dispose of bio-hazardous waste in accordance with federal, state and local laws, regulations and guidelines.

H. Adjustment for Understaffing

In the event that the CONTRACTOR leaves any position listed in the staffing plan vacant (unstaffed) for two (2) weeks or more in any thirty (30) day period, the CONTRACTOR agrees to pay OWNER liquidated damages in the amount of the actual compensation cost of the vacant position. A staffing position shall be deemed filled when CONTRACTOR is paying a like-kind employee and/or other trained and licensed personnel utilized from a staffing agency or PRN pool to fill the position. CONTRACTOR may also utilize a mid-level provider (i.e., Nurse Practitioner, Physician Assistant, or Medical Doctor) to provide necessary medical services through the use of telemedicine networking services to cover for a vacant mid-level or higher clinical position. Compensation will be calculated using the hourly rate of the position multiplied by the number of hours in excess of the two (2) week period that the position is not filled by the CONTRACTOR. The CONTRACTOR will provide a report for unstaffed hours to the ADMINISTRATOR by the 20th day of each month.

I. Personnel - General

1. CONTRACTOR warrants and represents that all employees to be assigned to the performance of services described in this CONTRACT shall be assigned in accordance with the staffing plan attached hereto as Exhibit E.
2. OWNER reserves the right to require a change in the CONTRACTOR's staff if the assigned staff is not, in the reasonable judgment of the ADMINISTRATOR, adequate to meet the needs of WCDF medical services program, all applicable WCSO policies, WCSO procedures, NCCHC standards, and ACA standards, as well as any other requirements imposed by law. CONTRACTOR's compensation for changes in staff will be equitably adjusted subject to mutual agreement of the parties and written amendment of this CONTRACT.
3. Replacement personnel will be with personnel of substantially equal or better ability, experience, and qualifications.
4. CONTRACTOR will comply with the OWNER's and ADMINISTRATOR's drug-free workplace policies, including drug testing of new hires and annual random drug testing of current employees. The CONTRACTOR will pay the costs of all related testing events for CONTRACTOR's employees.

5. CONTRACTOR will provide the ADMINISTRATOR or designee(s) with a contact list for facility emergencies and call back, updated monthly, or more frequently if necessary.

J. Housekeeping and Laundry

All housekeeping and laundry services for WCDF will be provided by OWNER.

SECTION VIII: PATIENT CARE

A. Receiving Screening/Intra-System Facility Transfers

1. CONTRACTOR will conduct a receiving screening (physical and mental) for each prisoner by an EMT or higher in pre-booking immediately upon arrival for intake at WCDF.
2. The screening process for new admissions must follow the NCCHC standard with the intent of identifying potential emergency situations. Persons who require immediate medical attention that is beyond the scope of this CONTRACT will be referred for off-site medical clearance. Medical and mental health screening for all others is to be completed by a qualified health care professional. Persons who need to be examined by a physician or mental health professional are to be referred for such evaluation and care as soon as possible.
3. CONTRACTOR will establish written protocols for the initial medical screen and for the mid-level provider(s) that will ultimately make the decision for outside medical referral. These protocols will be established within the first sixty (60) days of this CONTRACT and subsequently reviewed by an independent medical authority on an annual basis.
4. Screening forms, including notes concerning disposition, will be included in the prisoner's medical records.

B. Health Assessment

1. Each prisoner who remains in the custody of WCDF for a period of ten (10) days or longer is to have a health assessment completed by the 14th day of confinement. The history and taking of vitals must be performed by a qualified health professional and will include sexually transmitted disease screening history for syphilis, gonorrhea, chlamydia and HIV.
2. A physician is to review and sign-off on each medical record completed by a physician's assistant or nurse practitioner.

C. Women's Preventive Health Care

1. CONTRACTOR will be responsible for provision of medically necessary health services to the female prisoner population on-site, to the extent possible, to include:
 - i. Pap smears annually and as otherwise needed.
 - ii. Mammograms, if medical history and physician's clinical judgment determines to be necessary.
2. CONTRACTOR will provide for the care of pregnant prisoners, including:
 - i. Prenatal care – obstetrician.
 - ii. Vitamin/dietary needs.
 - iii. Monitoring high risk pregnancies and referrals.
 - iv. Specialist referrals.
 - v. Development of aftercare plan for newborns, as appropriate.

D. Emergency Services

1. CONTRACTOR will establish written policies and procedures for emergency situations. Emergency policies will provide for immediate response by the health staff to stabilize the prisoner. Emergency services will include all appropriate on-site medical services, to include but not limited to, first aid, CPR, and AED.
2. CONTRACTOR will establish and maintain contracts with area providers for emergency services to include ambulance transportation paid by CONTRACTOR. ADMINISTRATOR or their designee(s) will be notified of any transports to the hospital. Documentation for all transports is required and will include, at a minimum:
 - i. Prisoner name and ID number.
 - ii. Date/time of emergency service requested.
 - iii. Date/time service initiated.
 - iv. Nature of emergency.
 - v. Name/title of medical authority recommending transport.
 - vi. Date/time left the facility.
 - vii. Current disposition.

E. Medication Management

1. CONTRACTOR will provide a pharmaceutical program in accordance with applicable laws that meets the needs of the prisoner population. The formulary list shall be regularly updated to include newer, more advanced medications whenever reasonably possible. CONTRACTOR acknowledges the need to keep the formulary up to date with regard to the medication for the mentally ill is particularly acute, and CONTRACTOR will make all reasonable efforts to see that the list is kept current in this regard.

2. CONTRACTOR's pharmaceutical program will include, at a minimum:
 - i. A medication ordering process which ensures that the formulary is regularly updated in accordance with the terms of the CONTRACT.
 - ii. Medication administration systems including therapies to be directly observed and medicines to be kept on the person of the prisoner (if instituted in facility).
 - iii. The requirement that routine/non-urgent medications shall be administered as soon as practical, not to exceed twelve (12) hours of physician's order and urgent medications provided as required by physician as soon as possible.
 - iv. Documentation of prisoner education addressing possible side effects of medication.
 - v. Documentation of medications through the utilization of a medication administration record.
 - vi. Documentation of patient refusal of medication.
 - vii. Requirements for physician's evaluation prior to renewal of medications, including psychotropic medications.
 - viii. Requirement that medications will be maintained in a secure area. Logs indicating the removal and return of such medications will be maintained by CONTRACTOR.
 - ix. CONTRACTOR will establish policies/procedure for the removal and disposal of medications.
 - x. CONTRACTOR will employ licensed pharmacy technician(s) to operate the pharmacy area (see Exhibit E - Staffing Plan).

F. Mental Health Care

1. CONTRACTOR will provide mental health services for individuals with acute, as well as chronic, mental illness.
2. The types of care to be provided will include, at a minimum, intake assessment of mental health needs, psychiatric care, individual counseling, group counseling, substance abuse treatment, crisis intervention, and provision of psychotropic medications.
3. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. CONTRACTOR is responsible for referral and admission to licensed mental facilities for prisoners whose psychiatric needs exceed the treatment capability of the facility. The CONTRACTOR shall also work with preventive or progressive programs which may include, but are not limited to, psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse.

4. CONTRACTOR will provide mental health providers consistent with Exhibit E – Staffing Plan and that accommodates all seven (7) days of the week.
5. The CONTRACTOR will provide a designated mental health provider to conduct rounds in the isolation and disciplinary segregation areas seven (7) days per week to make contact with prisoners in this setting and to determine if any individuals are de-compensating within the restrictive environment due to mental illness.
6. The formulary of mental health medication shall be consistent with the Nevada Adult Mental Health Services Formulary.

G. Prisoners Who Require Close Medical Supervision

1. CONTRACTOR's physician(s) and/or psychiatric professional(s) will develop and implement an individual treatment plan for each prisoner who requires close observation or specific intervention. The treatment plan will include directions to medical and non-medical personnel regarding their roles in the implementation of said plan. The program shall include treatment plans for prisoners with conditions including, but not limited to:
 - i. Prisoners demonstrating suicidal tendencies/ideations/actions.
 - ii. Prisoners awaiting psychiatric evaluation, or needing follow up.
 - iii. Prisoners displaying unusual and inappropriate behavior.
 - iv. Prisoners with alcohol dependency.
 - v. Prisoners with drug dependency.
 - vi. Prisoners demonstrating complications related to diabetes.
 - vii. Prisoners demonstrating complications related to epilepsy.
 - viii. Physically disabled prisoners.
 - ix. Prisoners requiring special diets.
 - x. Prisoners with mental deficits.
 - xi. Prisoners demonstrating complications related to cardiac conditions.
2. CONTRACTOR agrees to participate in any and all administrative or judicial procedures undertaken for the purposes of obtaining authorization for forced feeding or the involuntary administration of psychotropic medications.
 - i. CONTRACTOR will only be required to participate in these procedures when the intent is to prevent the prisoner from harming themselves or others.
 - ii. CONTRACTOR will not be required to participate in any procedures leading to the restoration of the prisoner's competency for the purposes of prosecution.

H. Hospital In-Patient and Emergency Mental Health Care

1. The provision of emergency care for prisoners is the responsibility of the CONTRACTOR, who also will have the responsibility of handling on-site emergency response for WCDF's staff and visitors. (This responsibility extends only to the immediate response and readying the person for emergency transport).
2. CONTRACTOR shall provide licensed health care staff to respond to emergencies.
3. All emergencies that cannot be treated on-site will be referred to the appropriate medical provider. The CONTRACTOR shall maintain a log of all such referrals for review by the ADMINISTRATOR or their designee(s).

I. Prostheses

CONTRACTOR will provide prostheses to prisoners when medically indicated and shall be included within CONTRACTOR'S aggregate cap.

J. Food Service Workers

CONTRACTOR is required to medically screen prospective prisoner food service workers for contagious disease within twenty-four (24) hours of request by ADMINISTRATOR or their designee(s).

K. Fees for Medical Service

OWNER maintains a "Fees for Medical Service" program for the health services provided to prisoners. The CONTRACTOR will be required to become knowledgeable with respect to its provisions and to cooperate in its administration and to continue to provide quarterly statistics to ADMINISTRATOR.

L. Laboratory Services

1. CONTRACTOR will provide laboratory studies as medically necessary. CONTRACTOR will process Routine and stat laboratory specimens and provide written reports in a timely manner. The CONTRACTOR's staff will review test results.
2. CONTRACTOR will provide equipment and supplies to perform on-site laboratory testing as required by NCCHC standards.

M. Radiological Services

CONTRACTOR will provide radiological studies as medically necessary. CONTRACTOR will provide routine and stat radiological services on a timely basis. A board certified radiologist will interpret results at CONTRACTOR's expense.

N. Delivery of Dialysis Services

1. Responsibilities of CONTRACTOR

- i. In accordance with the general terms and conditions of this CONTRACT; Contractor will provide mobile dialysis services as clinically indicated for the treatment of dialysis patients at the WCDF. Said services shall be applied towards the CONTRACTOR'S aggregate cap.

2. Responsibilities of OWNER

- i. OWNER will provide appropriate and adequate space and water utilities for treatment to be rendered, which meets all safety and OSHA requirements.
- ii. OWNER will provide all appropriate wiring necessary for the provision of dialysis and dialysis- related services, including for telephone, fax and computer.
- iii. OWNER will provide all appropriate safety and security personnel.
- iv. OWNER will provide prisoner transport in the event off-site dialysis becomes necessary, except in the case of an emergency. Emergency transport is the responsibility of the CONTRACTOR as defined in Section VIII Patient Care, subsection D Emergency Services.

O. Continuity of Care

1. Responsibility of the CONTRACTOR

- i. The CONTRACTOR shall provide continuity of care from admission at the intake receiving screening to transfer or discharge from the facility, including referral to community-based providers, when indicated.
- ii. The CONTRACTOR shall provide one (1) full-time discharge planner (see Exhibit E - Staffing Plan) and establish a referral network designed to link prisoners to community resources upon release. Examples of community resources include, but are not limited to, community clinics, health departments, indigent care facilities, shelters and mental health facilities.
- iii. The OWNER will make every attempt to inform health services of pending releases or transfers with as much notice as possible to ensure continuity of care.
- iv. The CONTRACTOR will, regardless of advance notice of pending release, inform and educate prisoners about local resources available through such means as a community resource manual and discussion of these resources during incarceration.
- v. As part of established discharge plans, CONTRACTOR will provide prisoners being released from custody with a reasonable supply of

medications, which may include up to a two (2) week supply of prescribed medication(s) or CONTRACTOR may supply prisoners with a prescription for the medication.

SECTION IX: MEDICAL AND DENTAL SERVICES

A. CONTRACTOR will provide on-site primary health care services in accordance with, NCCHC and WCSO's standards. The CONTRACTOR's program of on-site primary health and preventive services shall include, at a minimum, health and preventive services as follows:

1. Physician attended sick call: sick call will be conducted under the direction of a physician seven (7) days a week and will include: physician assistant sick call, mental health sick call, histories, physicals, and dental sick call. OWNER will provide officers for security.
2. Any prisoner presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next sick call.
3. Procedures for identification and referral of conditions requiring secondary and tertiary services.
4. Administration and monitoring of medication.
5. HIV antibody testing: HIV antibody testing shall be performed on a voluntary basis with pre and post-test counseling provided as appropriate. Testing shall consist of "ELISA" screening with confirmation by "Western Blot" testing or its equivalent. In the case of prisoners testing "indeterminate" by these tests, branched chain DNA (b-DNA) testing shall be conducted. All individuals identified as HIV positive will receive a baseline chest x-ray. In the event said services are not provided by the local Health District, CONTRACTOR shall provide the services and seek reimbursement from OWNER for all services rendered.
6. CONTRACTOR agrees to provide appropriately trained medical personnel and necessary medical supplies to draw blood, or any other applicable test, from all prisoners required to submit to such exams in accordance with local, state or federal law. OWNER will provide all laboratory analysis related to the tests performed at no cost to CONTRACTOR. OWNER will provide blood collection kits.
7. Purified Protein Derivative test - Mantoux method (PPD) shall be performed on all persons incarcerated ten (10) days or longer and on those where there is clinical suspicion that pulmonary disease consistent with tuberculosis (TB) is present.

8. A twelve (12) lead electrocardiogram (ECG) for any prisoner exhibiting clinical signs or symptoms consistent with heart disease, hypertension, diabetes mellitus or other conditions where an ECG is recommended as a baseline.
9. Oral health history, examination, diagnosis and classification as appropriate.
10. Health education consisting of:
 - i. Orientation to health services availability and health benefits (consisting of services that are included and excluded).
 - ii. Infectious diseases information including sexually transmitted diseases and blood borne pathogens.
 - iii. Other subjects as mutually agreed by the CONTRACTOR and ADMINISTRATOR.

B. Secondary and Tertiary Medical Care Services

1. CONTRACTOR shall use its best efforts to consolidate the scheduling of off-site appointments and services for prisoners with hospitals and other health care providers to minimize the impact upon security staff and available vehicles.
2. All recommendations involving any special procedures or non-routine follow-up must be communicated between the consultant and the CONTRACTOR's HSA or designee(s). Each activity must result in a legible report in the prisoner's medical record within seventy-two (72) hours of the encounter. When a prisoner is returned to WCDF, the CONTRACTOR must place a written report in the medical record based upon a discussion with the off-site consultant that contains the following, at a minimum:
 - i. Reason for the consultation (subjective).
 - ii. Appropriate exam/lab findings (objective).
 - iii. Diagnosis (assessment) including specific recommendations.
 - iv. Discharge plan(s) as appropriate.
 - v. Follow-up appointment (if necessary).
3. CONTRACTOR shall be responsible for identifying to the ADMINISTRATOR or their designee(s) all prisoners deemed to have serious acute chronic medical conditions. The CONTRACTOR shall, at the request of ADMINISTRATOR or their designee(s), provide all necessary medical information in an expeditious fashion to allow for rapid decision-making.

C. Infirmery and Detoxification Services

1. CONTRACTOR shall manage and operate the infirmery and detoxification unit.

2. CONTRACTOR shall manage and operate the Clinical Institute Withdrawal Assessment (CIWA) protocol in areas identified by the ADMINISTRATOR or their designee(s).
3. Operation and management of the infirmary shall include twenty-four (24) hours per day on-site supervision by a nurse. When intravenous medications are being administered, a nurse must be physically present in the infirmary at all times.
4. CONTRACTOR will provide:
 - i. A medical physician and psychiatrist on-call twenty-four (24) hours per day.
 - ii. Infirmary rounds to be conducted by a mid-level practitioner seven (7) days a week and by physicians daily, Monday through Friday, excluding holidays. Daily notes entered by a physician or mid-level practitioner are required on weekdays. Progress notes entered by mid-levels must be countersigned by the responsible physician within forty-eight (48) hours.
 - iii. A manual of nursing care procedures specific to infirmary.
 - iv. A complete in-patient record for each prisoner admitted to the infirmary including admission work-up, problem list and discharge planning. The admission work-up note shall include the statement of the problem or complaint, the findings of the appropriate clinical exam, the assessment to its highest level of resolution (may include several rule-out diagnoses) and the infirmary plan. The plan must include expected length of stay, the need for vital signs and any additional diagnostic studies; the plan should also contain special diet requirements. All infirmary encounters shall be documented in the prisoner's medical record.
 - v. Discharge planning with discharge note prior to discharge from the infirmary. The discharge note must include an up-to-date problem list, final diagnosis, and assessment of the resolution of the problem, discharge medications and scheduled return appointment to a physician or mid-level practitioner as appropriate.

D. Nutritional Services

1. CONTRACTOR will be responsible for cooperating with the WCSO's established food service program to ensure provisions of medically necessary diets. The following diets may be ordered from Food Services:
 - i. Soft diets (chewing - digestive).
 - ii. Low sodium.
 - iii. ADA diabetic.
 - iv. Liquid.
 - v. Clear.
 - vi. Pregnancy.
 - vii. Diets related to allergies.

- viii. Any other diet as ordered by a physician to address a medical need.
2. CONTRACTOR is responsible to institute and discontinue diets as appropriate excluding religious diets.

E. Oral Health Care Program

1. CONTRACTOR shall develop and implement an oral health care program consisting of diagnostic and emergency care as appropriate. The Dental Director shall plan, organize, staff, direct, evaluate and represent the oral health care program. The program shall be staffed by dentists, registered dental hygienists, and/or certified dental assistants as required.
2. The oral health program shall function under established WCSO policies, and NCCHC accreditation standards, and any other applicable procedures or standards of care.
3. The oral health program shall provide for the basic oral health needs of the prisoner population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection. The provision of these services shall be prioritized in a manner that approximates the following:
 - i. Emergency services for the relief of pain, bleeding, infection, trauma, etc.
 - ii. Essential oral surgical services.
 - iii. Diagnostic services and documentation.
4. On-site service to provide oral health care needs of prisoners as needed.
5. CONTRACTOR shall be responsible for: the maintenance of the existing oral health equipment in ideal working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; and the provision of quality services at a level consistent with local community standards for dental care in terms of the above-stated priorities.

F. Prisoner Complaint/Grievance

1. CONTRACTOR will establish policies and procedures addressing the handling of prisoner complaints related to health services, including an appeal process.
2. CONTRACTOR will develop a system for tracking complaints from receipt to resolution. The CONTRACTOR shall respond to a complaint within seventy-two (72) hours from receipt.
3. CONTRACTOR will generate and provide to the ADMINISTRATOR or their designee(s) a monthly report, to include the number of complaints received and

for each complaint: the prisoner name, ID number, date of complaint, description, date of response and resolution.

SECTION X: WCDF OFF-SITE PRISONER CARE REQUIREMENTS

CONTRACTOR shall be responsible for, but not limited to, the following services which will be required for off-site prisoner care situations subject to the limitations set forth herein.

A. Pre-Existing Conditions

1. Pre-existing conditions are defined as injuries incurred during the commission of a public offense, injuries incurred during arrest for commission of a public offense, or injuries or illnesses that have been treated prior to the prisoner being in custody.
2. Payment for follow-up treatment for pre-existing illnesses or injuries contracted or incurred by a prisoner prior to being in custody and previously treated prior to being in WCDF will not be the responsibility of CONTRACTOR.
3. In the event the necessary level of care due to a pre-existing condition escalates while in custody, the provision and payment for such care shall be the responsibility of the CONTRACTOR, to the extent services are rendered on-site. CONTRACTOR shall not be financially responsible for off-site care related to a pre-existing condition.
4. Coordination for follow-up treatment of pre-existing illnesses or injuries previously treated prior to being in WCDF will be the responsibility of CONTRACTOR.

B. Electronic Appointment Scheduling

1. CONTRACTOR shall establish a scheduling system designed to consolidate the scheduling of consecutive off-site appointments and services to minimize the impact upon security staff and available vehicles.
2. CONTRACTOR shall schedule appointments within twenty-four (24) hours of utilization management approval for urgent requests, and within thirty (30) days of utilization management approval for routine requests.

C. Medical Records Retrieval

CONTRACTOR shall implement a process for securing off-site medical and pharmaceutical records relating to care rendered before incarceration, to ensure continuity of care while in custody.

D. Electronic Patient Care Coordination

1. Recommendations involving special procedures or non-routine follow-up must be communicated between the consultant and the CONTRACTOR's HSA or designee. Each activity must result in a legible report in the prisoner's EMR within seventy-two (72) hours of the encounter. When a prisoner is returned to WCDF, the CONTRACTOR must place a written report in the medical record based upon a discussion with the off-site consultant that contains the following:
 - i. Reason for the consultation (subjective).
 - ii. Appropriate exam/lab findings (objective).
 - iii. Diagnosis (assessment) including specific recommendations.
 - iv. Discharge plan(s) as appropriate.
 - v. Follow-up appointment (if necessary).

E. Medical Reporting

CONTRACTOR shall be responsible for electronically notifying the ADMINISTRATOR or their designee(s) of all prisoners deemed to have serious acute or chronic medical conditions. The CONTRACTOR shall at the request of ADMINISTRATOR provide all necessary medical information in an expeditious fashion to allow for rapid decision-making. CONTRACTOR shall maintain an electronic record of all notifications made.

F. Third Party Payor Identification and Collection

It is CONTRACTOR's responsibility to inquire of all prisoners whether they have private insurance or Medicaid/Medicare. CONTRACTOR must electronically document the prisoner's response and implement a process to ensure payment of qualifying off-site costs are made by the appropriate payor.

CONTRACTOR shall make reasonable efforts to use information the OWNER provides and makes readily available concerning any third party payer sources except for Medicaid and/or Medicare (for which CONTRACTOR will not seek, direct, bill, or assist in reimbursement), including commercial healthcare insurance, government healthcare benefits and/or programs (as permitted by law), and workers' compensation insurance, which might be available to an inmate to cover services rendered or arranged for by CONTRACTOR hereunder. To the extent that the OWNER is able to obtain any pertinent data during the book-in process; it shall cooperate fully with CONTRACTOR in its efforts to secure this information. CONTRACTOR shall provide the third-party source information it has collected to all off-site providers at the time an inmate is sent for off-site healthcare services.

In any event, should a change in law, policy, or regulation result in greater third-party reimbursement for inmate medical costs, CONTRACTOR and the OWNER agree to work in collaboration with one another so as to diligently research this matter and/or amend this Agreement in an effort to maximize any potential benefits to the OWNER (as permitted by law).

All third party remuneration that is recovered or credited because of the efforts to collect payment by CONTRACTOR from any third party source or entity, including without limitation, workers compensation insurance, commercial medical insurance, will be returned as appropriate to the OWNER, as directed by the OWNER. The OWNER will receive a monthly report outlining third party reimbursement efforts made by CONTRACTOR.

G. Medicare/Medicaid

It is the CONTRACTOR's responsibility to implement a process to screen prisoners for Medicare/Medicaid eligibility. For the Medicare/Medicaid eligible prisoners, it is the CONTRACTOR's responsibility to implement a process to ensure that Medicare/Medicaid is billed for the cost of any and all qualified treatments to include, but not limited to, out-patient services and in-patient hospital visits.

H. Claims Adjudication

CONTRACTOR shall complete a detailed review of all medical services and claims that are administered to prisoners having pre-existing conditions. CONTRACTOR will ensure that services must meet utilization review guidelines and that claims are reviewed for appropriate billing practices. CONTRACTOR shall provide ADMINISTRATOR or their designee(s) with electronic reports detailing the services provided and the charges processed at the appropriate contracted rate.

I. Utilization Review

CONTRACTOR shall implement a utilization review program that adheres to minimum criteria and timely reviews all off-site visits. Off-site requests must be reviewed prospectively, emergency room visits shall be reviewed retrospectively and hospitalizations shall be reviewed concurrently. CONTRACTOR must maintain an electronic log containing, at a minimum: prisoner name, prisoner number, referring provider, date of referral, type of appointment or service requested, utilization management determination, date and time of appointment, canceled appointments, completed appointments. Utilization management data must be electronically recorded and minable in the form of customizable and searchable reports reflecting costs and trends.

J. Case Management

CONTRACTOR must provide electronic case management services that ensure appropriate facility, length of stay and payor. Electronic case management services must include coordination of patient care and facilitation of discharge planning, including use of formulary drugs. CONTRACTOR must ensure that prisoners are evaluated by on-site nursing staff upon return from in-patient hospital stays, prior to re-entering general

population. CONTRACTOR must be able to provide electronic, data-minable reports detailing hospitalization statistics, upon OWNER's and/or ADMINISTRATOR's request.

K. Off-Site Medical Specialists Network

CONTRACTOR reserves the right to build own medical network for off-site specialists who may serve the prisoners for off-site medical services. Utilization of the CONTRACTOR's medical network is subject to approval by OWNER and/or ADMINISTRATOR.

EXHIBIT B - INSURANCE REQUIREMENTS
HEALTH CARE SERVICES FOR WASHOE COUNTY DETENTION CENTER

- A. Format/Time: The CONTRACTOR shall provide OWNER with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this CONTRACT within ten (10) business days after the award by the OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. Best Key Rating: The OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. Owner Coverage: The OWNER and the WCSO, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The CONTRACTOR's insurance shall be primary as respects the OWNER and the WCSO, its officers and employees.
- D. Endorsement/Cancellation: The CONTRACTOR's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to OWNER and must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement or a copy of the policy language that gives OWNER automatic additional insured status must be attached to any certificate of insurance.
- E. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

- H. Automobile Liability: Subject to Paragraph 6 of this Exhibit, the CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and any auto used for the performance of services under this CONTRACT.
- I. Professional Liability: The CONTRACTOR shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this CONTRACT. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the OWNER.
- J. Workers' Compensation: The CONTRACTOR shall obtain and maintain for the duration of this CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONTRACTOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the CONTRACTOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this CONTRACT.
- L. Additional Insurance: The CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.
- M. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR.
- N. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. Insurance Submittal Address: All insurance certificates requested shall be sent to the Washoe County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

P. Insurance Form Instructions: The following information must be filled in by the CONTRACTOR's insurance company representative:

1. Insurance broker's name, complete address, phone and fax numbers.
2. CONTRACTOR'S name, complete address, phone and fax numbers.
3. Insurance company's best key rating
4. Commercial General Liability (per occurrence)
 - a) Policy Number
 - b) Policy Effective Date
 - c) Policy Expiration Date
 - d) Each Occurrence (\$1,000,000)
 - e) Damage to Rented Premises (\$50,000)
 - f) Medical Expenses (\$5,000)
 - g) Personal & Advertising Injury (\$1,000,000)
 - h) General Aggregate (\$2,000,000)
 - i) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (any auto)
 - j) Policy Number
 - k) Policy Effective Date
 - l) Policy Expiration Date
 - m) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
 - n) Policy Number
 - o) Policy Effective Date
 - p) Policy Expiration Date
 - q) Aggregate (\$1,000,000)
8. Description: RFP Number and Name of CONTRACT (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:
Washoe County, Nevada
c/o Purchasing and Contracts Division
1001 East Ninth Street, Bldg. C, RM C-200
Reno, NV 89512-2845
10. Appointed agent signature to include license number and issuing state.

EXHIBIT C - SUBCONTRACTOR INFORMATION

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically- challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County CONTRACTs, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

- 1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: _____ MBE _____ WBE _____ PBE _____ SBE _____ NBE

- 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: _____ MBE _____ WBE _____ PBE _____ SBE _____ NBE

3. Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: _____ MBE _____ WBE _____ PBE _____ SBE _____ NBE

4. Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: _____ MBE _____ WBE _____ PBE _____ SBE _____ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT D – FEE SCHEDULE

CONTRACT Fee for Full Description of Contract Services	June 10, 2015 – May 31, 2016	June 1, 2016 – May 31, 2017	June 1, 2017 – May 31, 2018	June 1, 2018 – May 31, 2019
1. Base Fee - The population cap for this complex will be 1,200.	\$ 5,201,057.16	\$ 5,291,317.00	\$ 5,471,221.78	\$ 5,657,243.32
2. Mental Health Care - Staffing Plan and Cost Associated with Mental Health Care.	\$ 540,618.04	\$ 550,000.00	\$ 568,700.00	\$ 588,035.80
3. Mental Health Care - Identify not only Treatment Plans from a Medical and Pharmaceutical but from a Therapeutic Perspective as well.	\$ 20,641.81	\$ 21,000.00	\$ 21,714.00	\$ 22,452.28
5. Fully Functional Electronic Medical Records System.	\$ -	\$ -	\$ -	\$ -
6. Contractor will provide a test database to allow for testing of interface of information from Jail Management System (JMS) to Contractor's Electronic Medical Records System.	\$ -	\$ -	\$ -	\$ -
Extended Cost*	\$ 5,762,317.01	\$ 5,862,317.00	\$ 6,061,635.78	\$ 6,267,731.39

	June 10, 2015 – May 31, 2016	June 1, 2016 – May 31, 2017	June 1, 2017 – May 31, 2018	June 1, 2018 – May 31, 2019
Per Diem cost per prisoner per day that exceeds the 1,200 population cap for Washoe based on the monthly average daily population (ADP) of Washoe.	\$3.25	\$3.25	\$3.36	\$3.47

	June 10, 2015 – May 31, 2016	June 1, 2016 – May 31, 2017	June 1, 2017 – May 31, 2018	June 1, 2018 – May 31, 2019
Aggregate Cap Amount: Treatment of Prisoner Population Local Hospitals/Clinics - Electronic Medicaid Pre-Application, Discharge Plan*, Pursuant to State & Federal Mandates.	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00

Footnote:

	Contract Section Reference
Discharge Medications	Section V: Responsibility of Contractor, J2; Exhibit A -- Scope of Work, Section VIII: Patient Care, O. Continuity of Care, 1. Responsibility of Contractor, v.
Staffing for Special Events to be determined	Exhibit A -- Scope of Work, Section VII: Staffing

EXHIBIT E – STAFFING PLAN

NaphCare Staffing Washoe County ADP 1,200									
Position Title	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Day Shift									
Health Services Administrator (RN)	8.000	8.000	8.000	8.000	8.000			40	1.000
DON (RN)	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Director	8.000	8.000	8.000	8.000	8.000			40	1.000
NP/PA Clinic	8.000	8.000	8.000	8.000	8.000	8.000	8.000	56	1.400
Intake Nurses (RN) - Medical/Mental Health	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Intake EMT	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Charge Nurse (RN)	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Registered Nurse (Sick Call)	8.000	8.000	8.000	8.000	8.000			40	1.000
AC-4 Nurse (LPN)	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Social Worker	16.000	16.000	16.000	16.000	16.000	8.000	8.000	96	2.400
Discharge Planner	8.000	8.000	8.000	8.000	8.000			40	1.000
Psychiatrist	8.000	8.000	8.000	8.000	8.000			40	1.000
Administrative Assistant	16.000	16.000	16.000	16.000	16.000			80	2.000
Medical Assistant	8.000	8.000	8.000	8.000	8.000	8.000	8.000	56	1.400
Dentist	8.000		8.000					16	0.400
Dental Assistant	8.000		8.000					16	0.400
Medication Nurses (LPN)	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
OB/GYN Clinic		4.000						4	0.100
Night Shift									
Intake Nurses (RN) - Medical/Mental Health	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Intake EMT	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Charge Nurse (RN)	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Medication Nurses (LPN)	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
AC-4 Nurse (LPN)	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100

**Total
FTEs 39.300**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
Sole Proprietorship	Partnership	Limited Liability Company	X Corporation	Trust	Non-Profit Organization	Other
Business Designation Group		N/A				
MBE	WBE	SBE	PBE			
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:		NaphCare, Inc.				
(Include d.b.a., if applicable)						
Street Address:		2090 Columbiana Road, Suite 4000		Website: www.naphcare.com		
City, State and Zip Code:		Birmingham, AL 35216		POC Name and Email: James S. McLane, jim@naphcare.com		
Telephone No:		(205) 536-8460		Fax No: (205) 536-8404		
Local Street Address:				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name Email:		
Number of Washoe County Nevada Residents Employed: 191						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>James S. McLane</u>	<u>Chief Executive Officer</u>	<u>100%</u>

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Washoe County, University Medical Center, Department of Aviation, or Washoe County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes X No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Washoe County, University Medical Center, Department of Aviation, or Washoe County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes X No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature
 Chief Executive Office

 Title

James S. McLane

 Print Name

 Date

DISCLOSURE OF RELATIONSHIP

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Washoe County, University Medical Center, Department of Aviation, or Washoe County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
 Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
 Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
 Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Washoe County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Washoe County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Washoe County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Washoe County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Washoe County is comprised of the following government entities: Washoe County,

University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Washoe County Water Reclamation District.
Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Washoe County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Washoe County employee, public officer or official, this section must be completed in its entirety.